

1 BILL NO. S-94-12-33.

2 SPECIAL ORDINANCE NO. S-03-95

3 AN ORDINANCE approving Contract  
4 #518-94 HAWTHORNE ST./SOUTHERN CT.  
5 AREA DRAINAGE IMPROVEMENT between  
6 SITE CONTRACTORS, INC. and the City  
7 of Fort Wayne, Indiana, in  
8 connection with the Board of Public  
9 Works.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
11 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the Contract #518-94 HAWTHORNE  
13 ST./SOUTHERN CT. AREA DRAINAGE IMPROVEMENT by and between  
14 SITE CONTRACTORS, INC. and the City of Fort Wayne,  
15 Indiana, in connection with the Board of Public Works, is  
16 hereby ratified, and affirmed and approved in all  
17 respects, respectfully for:

18 Hawthorne St./Southern Ct. Area Drainage  
19 Improvement, the contractor shall furnish all  
20 labor, material, equipment, tools, power,  
21 transportation, miscellaneous equipment, etc.,  
22 necessary for the following construction;  
23 Installation of 2900± L.F. of 12"-27" Storm  
24 Sewers, 14 Manholes, 13 Inlets, 1800± L.F. of  
25 Road Side ditch/Swale, Complete Restoration &  
26 Seeding;

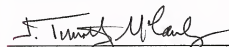
27 involving a total cost of One Hundred Forty-Five Thousand  
28 Eighty-Eight and 58/100 Dollars (\$145,088.58.)

29 Two copies of said Contract are on file with the Office  
30 of the City Clerk and made available for public  
31 inspection, according to law.

32 SECTION 3. That this Ordinance shall be in  
full force and effect from and after its passage and any  
and all necessary approval by the Mayor.

33   
34 Council Member

35 APPROVED AS TO FORM  
36 AND LEGALITY

37   
38 J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Talman, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on City Affairs (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 12-27-94 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talman, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
EDMONDS				<u>✓</u>
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-10-95 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_ (SPECIAL) \_\_\_\_\_ (ZONING) \_\_\_\_\_ ORDINANCE RESOLUTION NO. 2-03-95 on the 10th day of January, 1995

ATTEST: \_\_\_\_\_ (SEAL)  
Sandra E. Kennedy Don J. Schmitter  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of January, 1995, at the hour of 11:30 o'clock PM, M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of January, 1995, at the hour of 2:00 o'clock PM, M., E.S.T.  
Paul Helmke  
PAUL HELMKE, MAYOR

BILL NO. S-94-12-33

REPORT OF THE COMMITTEE ON  
CITY UTILITIES  
SAMUEL J. TALARICO - JANET G. BRADBURY - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract #518-94  
HAWTHORNE ST./SOUTHERN CT. AREA DRAINAGE IMPROVEMENT between SITE  
CONTRACTORS, INC. and the City of Fort Wayne, Indiana, in connection  
with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Robert Lawrence*

*Sam Talarico*

*0550*

*Robert Lawrence*

*Janet G. Bradbury*

*Wendy*

DATED: 1-10-95

Sandra E. Kennedy  
City Clerk

**STORMWATER CONTRACT 518-94  
HAWTHORNE ST./ SOUTHERN CT. AREA DRAINAGE IMPROVEMENT**

**BOARD ORDER NO. 7-94**

**WORK ORDER NO. 80069**

**THIS CONTRACT** made and entered into this 14 day of DEC. 1994, by and between **SITE CONTRACTORS, INC.** hereinafter called **CONTRACTOR** and the **City of Fort Wayne, Indiana**, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Stormwater Management, herein called **OWNER**;

**WITNESSETH**, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

**ARTICLE I: SCOPE OF WORK**

**CONTRACTOR** shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following construction:

**Installation of 2900 ± L.F. of 12" - 27" Storm Sewers, 14 Manholes, 13 Inlets,  
1800 ± L.F. of Road Sideditch/Swale, Complete Restoration and Seeding.**

all according to Resolution No. 518-94, and Drawing No. SY-11312, Sheets 1-10, and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2: THE CONTRACT PRICE**

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **ONE HUNDRED FORTY FIVE THOUSAND EIGHTY EIGHT AND 58/100 Dollars (\$145,088.58)**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

**ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE**

The **CONTRACTOR** may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with the E.B.E. Rider attached to this contract. Payments to the

contractor are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

If the contract is in excess of \$100,000 the contract will be subject to the standard Board of Stormwater Management escrow agreement. However, payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. Rider attached hereto.

#### **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. Rider, is fully performed. Payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Stormwater Management will direct the Engineering Department of the OWNER to promptly make such inspection, and will direct the Contract Compliance Department of the OWNER to make a final recommendation on whether the CONTRACTOR made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider.

When the Engineering Department finds the work acceptable under the contract and the contract is fully performed, it shall so inform the Board of Stormwater Management. Likewise, when the Contract Compliance Department determines that the CONTRACTOR'S efforts constitute good faith efforts to attain the E.B.E. goal as agreed in the E.B.E. Rider, it shall so inform the Board of Stormwater Management through an E.B.E. Compliance Final Report.

Upon receiving both the Engineering Department's and the Contract Compliance Department's recommendations, the Board of Stormwater Management shall issue a final certificate stating that the work provided for in this Contract has been completed and accepted, and further stating that the E.B.E. Rider goal has been met. Thereupon, the entire balance of the contract sum shall be due and payable to the CONTRACTOR; provided only that the CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

In the event that the Board of Stormwater Management determines that good faith compliance with the E.B.E. Rider has not occurred, appropriate reduction in the final payment will be made pursuant to paragraph 6 of the E.B.E. Rider attached hereto. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000 the contract will be subject to the standard Board of Stormwater Management escrow agreement. However, payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. Rider attached hereto.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

#### **ARTICLE 6: NON-DISCRIMINATION OF LABOR**

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 518-94
- b. Instructions to Bidders for Contract No. 518-94
- c. Contractor's Proposal dated Nov. 23, 1994
- d. Fort Wayne Engineering Department Drawing No.SY-11312
- e. Supplemental Specifications for Contract No. 518-94
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. EBE Declaration Rider

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

#### ARTICLE 10: INDEMNITY

**CONTRACTOR** shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in

amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

#### **ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Stormwater Management of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Stormwater Management.

#### **ARTICLE 12: COMPLETION DATE**

The **CONTRACTOR** agrees to complete the work specified in the contract within **180** consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

#### **ARTICLE 13: COUNCILMANIC APPROVAL**

Contractual agreements for \$100,000 or more, although executed on behalf of the **OWNER** by the Mayor and Board of Stormwater Management of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

#### **ARTICLE 14:**

This contract is governed by the Laws of the State of Indiana.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF FORT WAYNE:

By Paul Helmke

Paul Helmke, Mayor

CONTRACTOR:

By Darren Simmons

Site Contractors, Inc.

BOARD OF STORMWATER MANAGEMENT

Linda Buskirk

Linda Buskirk, Chairman

C. James Owen

C. James Owen, Member

Terrance P. McCaffrey

Terrance P. McCaffrey

ATTEST:

Patricia J. Crick

Patricia J. Crick

ACKNOWLEDGEMENT

STATE OF INDIANA )

)SS

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul Helmke, Mayor; Linda Buskirk, C. James Owen, and Terrance P. McCaffrey all as Directors of the Board of Stormwater Management of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14 day of December, 1994.

Carolyn S. Newhart Notary Public  
Carolyn S. Newhart Printed Name of Notary  
Resident of Allen County

My Commission Expires:

6-21-95

ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                      )SS  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Dawn Simmons who acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 8 day of December 1994.

Sharon R. Simmons  
Notary Public  
Sharon A. Simmons  
Printed Name of Notary

Resident of Whitley County

My Commission Expires:  
7-29-95

This instrument prepared by:  
Michael L. Thornson, P.E.  
Assistant Chief Engineer  
Stormwater Engineering

APPROVED BY THE Common Council of the City of Fort Wayne, Indiana, on the \_\_\_\_  
day of \_\_\_\_\_, 1994

SPECIAL ORDINANCE: \_\_\_\_\_

**E.B.E. RIDER**

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner" and SITE CONTRACTORS, INC. hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the HAWTHORNE ST./SOUTHERN COURT AREA DRAINAGE IMPROVEMENT which project was bid under Resolution Number 518-94; and,

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10 % of the contract amount; and,

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and,

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements

hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
2. E.B.E. Retainage Requirements. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Stormwater Management that the contractor has made a good faith effort to subcontract 10 % of the contract amount to emerging business enterprises, the contractor will be paid in full. In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,00 the contract will be subject to the Standard Board of Stormwater Management escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total

contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.
4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Stormwater Management of the City of Fort Wayne.
5. Good Faith Per Se. In any case, a contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of Non-Compliance. In the event the Board of Stormwater Management approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10 % and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

7. Waiver Approved. In the event the Board of Stormwater Management determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 14<sup>th</sup> day of DECEMBER, 1994.

By: Darren Simmons  
Site Contractors, Inc.

By: BOARD OF STORMWATER MANAGEMENT

Linda Buskirk  
Linda Buskirk, Chairman

C. James Owen  
C. James Owen, Member

Terrance P. McCaffrey  
Terrance P. McCaffrey

ATTEST: Patricia J. Crick  
Patricia J. Crick, Clerk

MEMORANDUM

TO: COMMON COUNCIL MEMBERS

FROM: LINDA BUSKIRK, CHAIRMAN *LB*  
BOARD OF STORMWATER MANAGEMENT

MICHAEL L. THORNSON, P.E. ASSISTANT CHIEF *MT*  
ENGINEER, STORMWATER ENGINEERING

DATE: December 22, 1994

RE: HAWTHORNE ST-SOUTHERN COURT AREA DRAINAGE  
IMPROVEMENT; RES. NO 518-94

\*\*\*\*\*

This project was initiated through property owner petition. This improvement will benefit the commercial and residential area located northeast of the Paulding Rd. and Hanna St. intersection.

This drainage improvement is intended and adopted for use by property owners whose property abuts thereon and the same is hereby ordered on and along the following described area:

Hawthorne St. - Southern Ct - Hanna St. - Fairfax Dr. - Belmont Dr.

Installation of 2,900 ± LF of 12"-27" storm sewers, 14 manholes, 13 inlets, 1,800 ± LF of road side ditch/swale, complete restoration and seeding.

We advertised notice to contractors on November 4, and 11, 1994 and received bids on November 23, 1994.

The contract for Resolution #518-94, Hawthorne St.- Southern Ct was awarded to Site Contractor, Inc. in the amount of \$145,088.58. This was 17% below the Engineer's Estimate. They were the lowest of four (4) contractors.

The cost of said drainage improvement shall be paid by Stormwater Utility Funds.

cc: Tom Gountras  
Chrono; file

tg\memo\council.haw

DEPARTMENT OF STORMWATER ENGINEERING

M E M O R A N D U M

\*\*\*\*\*

TO: Common Council Members

FROM: Michael L. Thornson *MLT*  
Assistant Chief Engineer, Stormwater

DATE: December 22, 1994

SUBJECT: Hawthorne St/Southern Court Area Stormwater Drainage  
Improvement, Resolution #518-94

\*\*\*\*\*

This project was initiated by property owner complaints and petitions concerning flooding of public right-of-way and of commercial and residential properties in the area northeast of the Paulding Road and Hanna Street intersection.

This stormwater drainage improvement project will provide improved and/or expanded drainage to the area generally bounded by and contiguous to Hawthorne Street to the south, Hanna Street to the west, Fairfax Drive to the north, and Gaywood Drive to the east.

Plans include installation of approximately 2,900 linear feet of storm 12 inches to 27 inches in diameter, 27 manhole and inlet structures, and approximately 1,800 linear feet of road side-ditch/swale improvements. The contract also calls for complete seeding and restoration.

The Board of Stormwater Management received four bids on November 23, 1994 for the project. The lowest and most responsible bidder was Site Contractors, Inc., for \$145,088.58, 17% below staff's engineering estimate.

The cost of said improvement shall be paid in total by Stormwater Utility funds. Should this improvement not be approved at this time, right-of-way and property flooding will continue.

It is this department's recommendation that funding be approved so that the contractor can proceed with this much needed drainage improvement.



TITLE OF ORDINANCE: Sewer Contract 518-94,

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: For Sewer Contract 518-94, Hawthorne St./Southern Ct. Area Drainage Improvement, the contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following construction:

Installation of 2900± L.F. of 12" - 27" Storm Sewers, 14 Manholes, 13 Inlets, 1800 ± L. F. of Road Side ditch/Swale, Complete Restoration & Seeding. Site Contractors, Inc. is the contractor.

EFFECT OF PASSAGE: Project can be completed.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$145,088.58  
(Stormwater Utility)

ASSIGNED TO COMMITTEE:

94-12-33